

AGREEMENT

Franklin Township Board of Education  
BETWEEN THE  
TOWNSHIP OF FRANKLIN BOARD OF EDUCATION

AND

TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF ASSOCIATION

IN THE

COUNTY OF (GLOUCESTER,) NEW JERSEY

X JULY 1, 1989 - JUNE 30, 1992

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## PREAMBLE

This agreement entered into this day, July 1, 1989 by and between the Board of Education of the Township of Franklin, Gloucester County, Franklinville, New Jersey, hereinafter called the "Board", and the Township of Franklin Supportive Staff Association, hereinafter called the "Association".

## WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing services for the children of the Township of Franklin School District is their mutual aim and that the character of such services depends predominantly upon the quality and morale of the employee, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

#### A. Joint Recognition Clause

The Township of Franklin Board of Education recognizes The Township of Franklin Supportive Staff Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the school bus drivers, school bus aides, school bus mechanics, custodians, outside building and grounds custodian, school principals' secretaries, transportation secretary, attendance officer and teacher aides employed by the Board.

#### B. Definition of Employees

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. In accord with P.E.R.C. mandated guidelines, the Board agreea to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement.

C. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and msy call upon professional and lay representatives to assist in the negotiations.

#### D. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Agreement incorporates the entire understanding of the parties on matters which were or could have been subject of negotiations.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

##### 1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the

interpretation, application, or violation of this agreement, policies or administrative decisions and practices affecting the terms and conditions of an employee or a group of employees.

2. Aggrieved person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One-Immediate Superior

An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Grievance must be in writing and submitted and signed within thirty (30) days of the violations.

4. Level Two - School Business Administrator/Board Secretary

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days

after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the School Business Administrator/Board Secretary.

5. Level Three - Personnel Committee

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the School Business Administrator/Board Secretary he may within five (5) school days after a decision by the School Business Administrator/Board Secretary or ten (10) school days after the grievance was delivered to the School Business Administrator/Board Secretary whichever is sooner, refer the grievance to the Personnel Committee of the Board.

6. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Personnel Committee, he may within ten (10) school days after a decision by the Committee or fifteen (15) school days after the grievance was delivered to the Committee, whichever is sooner, refer the grievance to the Board of Education.

7. Level Five - Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board of Education or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-five (25) school days after receipt of a request by the aggrieved person.
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- (c) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are

submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. The term "Grievance" shall not apply to the following:

- (a) Any matter for which a review is prescribed by law.
- (b) Any rule or regulation of the State Commissioner of Education.
- (c) Any matter which according to law is beyond the scope of Board Authority.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, Four, and Five of the grievance procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at Level Five shall be in accordance with the procedures set forth in Section 7, paragraph "C" of the Article.



2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the School Business Administrator/Board Secretary and the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in his article.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information as provided by law which may be necessary for the Association to process any grievance, complaint or negotiation proposals.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The School Business Administrator shall be notified and prior approval shall be required.
- C. The Liaison Committee of the Board of Education, School Business Administrator/Board Secretary and Township of Franklin Supportive Staff representatives shall meet upon request of any party for the purpose of discussing areas of concern to the parties. These meetings need not exceed more than two (2) per year.
- D. Unpaid leave with two (2) days prior notice and approval from supervisor for one night time custodian from Main Road School and one night time custodian from Caroline L. Reutter School shall be permitted to attend association meetings during working hours. Total number of meetings attended by each night time custodian shall not exceed five (5) per year. (Total of ten (10) per year).

ARTICLE V

BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction, authority, and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and Chapter 123, Public Laws of 1974: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action

against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE VI

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Final decision will rest with the Board or Administration.
- B.
  - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and/or immediate supervisor.
  - 2. Such notification shall be immediately forwarded to the School Business Administrator/Board Secretary who shall comply with any reasonable request from the employee for information in the possession of the School Business Administrator/Board Secretary relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- C. Legal protection - employees or their attorneys must consult with Board or Board Solicitor regarding any legal matter for which the Board may be required to reimburse attorney fees pursuant to law. The decision to proceed or not to proceed with legal action shall not jeopardize continued employment.

## ARTICLE VII

### COMPLAINT PROCEDURE

#### A. Procedure Requirement

Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of an employee shall be in writing and shall be processed according to the procedure outlined below.

#### B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the employee to appraise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

#### C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1.

All complaints shall be submitted in writing by the complainant or the employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the School Business Administrator/Board Secretary or his designee and the complainant.

Step 2.

Upon receipt of the written complaint the School Business Administrator/Board Secretary or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the School Business Administrator/Board Secretary or his designee and the complainant.

Step 3.

If the School Business Administrator/Board Secretary or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4.

After receipt of the findings and recommendations of the School Business Administrator/Board Secretary or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the School Business Administrator/Board or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 5.

Any complaint unresolved under Step 4, may be submitted by the employee according to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level 5.

ARTICLE VIII

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant of Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the

enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is required to appear before the Board, or any committee thereof concerning any matter which could adversely affect the continuation of the employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given at least two (2) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

An employee shall be entitled to union representation during an investigatory interview with an administrator or supervisor concerning any matter which could adversely affect the continuation of the employee in his position, employment or the salary or increment pertaining thereto.

- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. No employee shall be disciplined, reprimanded, reduced in rank, job classification, compensation, or deprived of any professional advantage without just cause.
  - 1. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the School Business Administrator/Board Secretary or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification or of the date on which the employee was formally notified.

## ARTICLE IX

### EMPLOYMENT PROCEDURES

#### A. Suspension

- 1. Although the following are considered to be extremely important and just cause for suspension and/or dismissal they are not limited to:

- a. Any employee charged with the drinking of intoxicating beverages or use of drugs or the influence of the same while under the employ of the Board.
  - b. The use of profanity in the presence of children, adults or officials of schools during working hours.
  - c. Unauthorized leave from assigned building excluding time for lunch.
2. The Township of Franklin Board of Education encourages open communications in the interest of developing full understanding between and among its employees and,
  - a. Whenever a staff member has requested in writing and has received a written statement of reasons for suspension, the employee may request in writing an informal appearance before the board of education. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceeding shall be permitted.
  - b. The employee may be represented by counsel or one individual of his/her own choosing.
  - c. The employee may present witnesses and such witnesses need not present testimony under oath and should not be cross examined by the Board. Witnesses should be called into the meeting to address the Board one at a time and should be excused from the meeting after making the statements. Within three (3) days following the informal appearance the Board shall notify the affected employee in writing, of its final determination. Decision of the Board is final.
3. All suspensions shall be for cause and in writing. If the outcome of charges is not resolved within ninety (90) days the employee shall be paid his regular pay thereafter. If found innocent of charges, all back pay shall be reimbursed to him.

B. Dismissal

1. An employee may be dismissed for just cause.
2. Whenever an employee has requested in writing and has received a written statement of reasons for dismissal, the employee may request in writing an informal appearance before the board of education. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. The informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceedings shall be permitted.
3. The employee may be represented by counsel or one individual of his/her own choosing.

4. The employee may present witnesses and such witnesses need not present testimony under oath and should not be cross examined by the Board. Witnesses shall be called into the meeting to address the Board one at a time and should be excused from the meeting after making the statements. Within three (3) days following the informal appearance the Board shall notify the affected employee in writing of its final determination. The decision of the Board is final.

C. Additional Employment Procedures - Pertaining to Bus Drivers only

1. You will abide by all the rules and regulations of the Township of Franklin Board of Education heretofore and hereafter made including, but not limited to, the following:
  - a) The bus interior is to be swept out each day. The interior surfaces are to be kept clean.
  - b) The bus exterior is to be washed periodically.
  - c) The driver is to have the bus at the maintenance garage for scheduled service, maintenance, and repair work.
  - d) The driver is to take his/her bus for the semi-annual motor vehicle inspections.
  - e) The driver is to make out reports as required.
  - f) The driver will accept scheduled noontime kindergarten routes and special trips when assigned.
2. Change in the duties and responsibilities with exception of terms and conditions of employment of the bus drivers will be designated by the Board of Education or an authorized agent of the Board of Education.
3. It is understood and mutually agreed that either party may terminate this employment by notifying the other party in writing thirty (30) days in advance of the date of termination.

D. Violations shall be treated as follows:

- a. First violation; appearance before the Board; suspended one (1) month without pay.
- b. Second violation; appearance before the Board; suspended two (2) months without pay.
- c. Third violation; appearance before the Board; suspension or dismissal.
- d. a, b, and c, above apply only to Paragraph A - 1a, 1b, and 1c.

## ARTICLE X

### NOTIFICATION OF CONTRACT

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.

## ARTICLE XI

### ASSIGNED DUTIES

- A. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description. The existing check list at this time shall prevail. The checklist for Bus Drivers is found in Article IX-C.
- B. Employees who work at a higher pay grade position shall receive the higher rate of pay for work performed in that job position.
- C. Any reduction in rank or job classification, regardless of compensation, shall be subject to the grievance procedure.

## ARTICLE XII

### NOTIFICATION OF VACANCIES

#### A. Notification of Vacancies

##### 1. Date

The School Business Administrator/Board Secretary shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the school year.

##### 2. Filing Requests

Employees who desire to transfer to another assignment may file a written statement of such desire with the School Business Administrator/Board Secretary. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such request for transfers and reassignments for the school year shall be submitted no later than five (5) working days after the posting of the vacancy. During the summer recess, vacancy postings shall be mailed to all ten month employees.

##### 3. Posting

As soon as practicable, the School Business Administrator/Board Secretary shall post in each school and deliver to the Association a system wide schedule showing the names of all employees who have been permanently reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer; the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If an employee's request for transfer has been denied, a renewal or subsequent request made in the following school year shall be granted under the condition described above, unless there is no available position to which the employee can be transferred or an adequate replacement for the employee cannot be obtained. If more than one employee has applied for the same position, the recommendation as to which employee shall receive it shall be made by a joint committee consisting of two (2) persons appointed by the School Business Administrator/Board Secretary and two (2) appointed by the Association.

ARTICLE XIII

TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

B. Vacancy

1. When a vacancy occurs, employees will be offered the position by seniority in classification for the first vacancy only. Filling of any vacancies occurring from the original will be at the Board's discretion.

ARTICLE XIV

EMPLOYEES EVALUATION

A. Frequency

All employees shall be evaluated by their immediate superiors at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction. Evaluations shall be completed on or before November 1, and March 1 of each year.

B. General Criteria

1. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central



office, placed in the employee's file or otherwise acted upon until a prior conference with the employee. Such a conference will occur during working hours as scheduled by the supervisor. The employee shall acknowledge that he/she had an opportunity to review such material by affirming their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. No employee shall be required to sign a blank or incomplete evaluation form.

## 2. Reports

Evaluation reports shall be presented to each employee by his immediate supervisor in accordance with the following procedures:

- (a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
- (b) Such reports shall be addressed to the employee.
- (c) Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the employee as evidenced during the period since the previous report.
  - (2) Weaknesses of the employee as evidenced during the period since the previous report.
  - (3) Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

## ARTICLE XV

### EMPLOYEE-ADMINISTRATION LIAISON

At the request of either party the Association's representatives shall meet with the School Business Administrator/Board Secretary to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

## ARTICLE XVI

### AGENCY SHOP/REPRESENTATION FEE

"If an employee does not become a member of the Association during any membership year commencing with the first day of September of any calendar year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose

of this fee will be to offset the employee's per capita cost of services rendered by the Association as the majority representative. Monies received from this fee can only be utilized to offset these services and for no other purpose. The Association will notify the Board of Education, in writing, of the amount of the regular membership dues, initiation fees, and assessment charges by the Association to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. Upon receipt of the list of non-members from the Association the Board will commence deductions from the salaries of such employees in accordance with the agreed 85% fee as noted above. The Board will deduct the representation fee in equal installments, as nearly as possible, as determined by the School Business Administrator/Board Secretary from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck received within a thirty (30) calendar day period after receipt of this list from the Association. On the day an employee terminates his/her employment the employee's responsibility to pay a representation fee/agency shop fee shall terminate. The Association agrees to indemnify, and save and hold harmless the Board of Education against any and all liabilities or actions which may arise by reason of any action taken by the Board in compliance with the provisions of this article by the Board of Education. The Board of Education agrees to give the Association notice in writing of any claim, demand, suit, or other form of action or liability that may arise and said notice shall be sent to the Association President by registered mail, return receipt requested. If the Association fails to hold the Board harmless, save the Board and indemnify the Board from any such actions, the Association shall automatically forfeit its agency shop dues deduction privilege."

## ARTICLE XVII

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Township of Franklin Supportive Staff Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Township of Franklin Supportive Staff Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any employee who is inducted in any branch of the armed forces of the United States for the period of such induction.

B. Maternity/Disability

Natural Birth - The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations.

- a. A non-tenure employee shall be granted a leave during the duration of her contract.
- b. Maternity leave shall commence on the date requested by the employee.
- c. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- d. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue working. If the decision of her doctor is not acceptable by the Board, she will be required to be examined by the school physician.
- e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family (mother, father, child or spouse). Additional leave may be granted at the discretion of the Board.

D. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A of this ARTICLE, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section B and C of this ARTICLE.

2. Benefits

All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and if granted shall be in writing.

ARTICLE XIX

PROBATIONARY EMPLOYMENT

- A. It is agreed that any person when first entering the employ of the Board as a regularly assigned employee, shall be considered as a probationary employee for ninety (90) days in order that his worth, capability and attitude toward safety regulations may be determined. The Board will be the judge as to the continuance of employment. The rate of pay during such employment shall not be less than the minimum rate of pay for his classification in the wage scale. Probationary and regular employees are equally entitled to the grievance, arbitration and contract provisions as provided by this Agreement.

ARTICLE XX

SICK LEAVE

Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or exclusion due to contagious disease or quarantine.

A. Accumulative

1. All ten (10) month employees shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All twelve month employees shall be entitled to twelve (12) days sick leave as above.

3. Employees with twenty (20) continuous years of employment, excluding Board approved leaves in the district, and at least 150 accumulated sick days will be paid the following at retirement:

- (a) Thirty (30) hours per week and above - \$12.00 per accumulated sick day
- (b) Less than thirty (30) hours per week - \$ 8.00 per accumulated sick day

Notification in writing must be made to the Board by January 1 of the year prior to retirement. Employee must retire from PERS or TPAF if a member.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days not later than September 30 of each year.

- C. Sick leave does not pertain to the Attendance Officer.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year. Employees who begin employment after the start of the school year shall be granted days on a prorated basis proportionate with the full months worked.

The Board of Education, upon the recommendation of the Superintendent, shall grant a maximum of eight (8) days leave per school year (not be accumulated) to any full time employee as indicated below:

- A. Personal Leave - three (3) days maximum for religious, legal, household, family illness, (mother, father, spouse, child) or family matters which cannot be conducted outside the normal work day. Application to the respective supervisor shall be made at least forty-eight (48) hours before the commencement of the requested leave except in an emergency approved by the Superintendent. No personal days will be granted on a day immediately prior to or after a holiday or vacation period, except in an emergency approved by the Superintendent.
- B. Death - three (3) days maximum may be used for death of a member of the employee's family including - mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or any relative who has lived within the same household as the employee during the last two years or more. Five (5) days maximum may be used for death of a member of the employee's immediate family to include - mother, father, spouse, child.
- C. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend. Provided the employee is not suing the school district.

- D. Leaves taken pursuant to sections A, B, and C above shall be in addition to any sick leave to which the employee is entitled.
- E. A through D above does not pertain to the Attendance Officer position provided that there is no change in the hours worked in the job description.
- F. Jury duty shall be with pay and shall not be used as personal days, sick days or vacation days.

## ARTICLE XXII

### VACATION AND HOLIDAYS

#### Twelve Month Employees

- A. Vacation entitlements shall be as follows beginning after the completion of one full year of employment. For all twelve (12) month employees only.
  - 1. After one (1) complete year of employment - (10 days)
  - 2. After seven (7) complete years of employment - (15 days)
  - 3. After twelve (12) complete years of employment - (20 days)
  - 4. On July 1 following the employee's completion of one (1) continuous year of employment, vacation days earned will be prorated to reflect July 1 as the anniversary date for vacation leave accrual.
- B. Employees shall be entitled to the following holidays with pay:
  - 1.
    - ( 1) July Fourth
    - ( 2) Labor Day
    - ( 3) Columbus Day
    - ( 4) Veteran's Day
    - ( 5) Thanksgiving Day
    - ( 6) Friday after Thanksgiving Day
    - ( 7) Christmas Day
    - ( 8) New Year's Day
    - ( 9) Martin Luther King Day
    - (10) Friday prior to George Washington's Birthday observance.
    - (11) George Washington's Birthday observance.
    - (12) Good Friday
    - (13) Easter Monday
    - (14) Memorial Day
  - 2. If any of the above holidays fall on a weekend, the employee shall receive the previous Friday or following Monday in conjunction with the school calendar off for that holiday.
- C. Ten month employees may be granted days off without pay at the discretion of the Board.

ARTICLE XXIII

HOURS OF EMPLOYMENT AND OVERTIME

- A. The Board shall set the hours of employment not to exceed the below hours set forth.
1. Bus Aides - Ten Month - Monday through Friday. According to routing hours.
  2. Mechanics - Twelve Month - Monday through Friday. Eight (8) regular pay hours. Half hour duty free lunch. One - fifteen minute break in morning. One - fifteen minute break in afternoon. During summer vacation break the normal work day for Mechanics shall consist of eight (8) hours including a half hour for lunch.
  3. Principals'/Transportation Secretary - Twelve Month - Monday through Friday. Eight (8) hours including half hour for lunch.
    - (a) During the summer vacation break the normal work day for twelve month secretaries shall consist of seven hours including a thirty (30) minute lunch break.
    - (b) Secretaries shall receive the benefits as the custodial staff with the following exceptions:
      - (1) Article XXIII, Section 6a, b, d, e, and h.
  4. Attendance Officer - Ten Month - Work week as per job description.
  5. Bus Drivers
    - (a) September 1 - June 30:
      - (1) All drivers shall be paid from point of origin back to point of origin on every regular run. Minimum time of three (3) hours for present drivers as of November 16, 1977. Overtime pay for any time over three (3) hours. Drivers hired after November 16, 1977 shall have no minimum hours and hourly wage shall be calculated from origin to origin.
      - (2) Any new special runs (handicapped) may be under or over the minimum three (3) hours. Any driver bidding and/or accepting the above special runs will be paid for time driven. No minimum hours regardless of seniority. Any present driver may bid and accept these positions on a voluntary basis only.
      - (3) Regular three (3) hours per day, anything over shall be overtime at regular hourly pay.
      - (4) Kindergarten - shall not exceed one (1) hour per day; all time over one (1) hour shall be considered overtime and will be paid at Kindergarten rate.

- (5) Special Education Run - Drivers to be paid at drivers hourly rate.
- (6) Special Field Trips - Trips other than 1, 2, 3 above, shall be paid at drivers hourly rate.
- (b) Drivers shall perform duties and bus inspections when school is in session for students.
- (c) If a driver wishes to have his regular run certified for overtime pay, he shall no later than September 30 of each year present to the transportation coordinator in writing a request for certification. The transportation coordinator shall deliver his decision of certification for overtime in writing to the driver no later than November 30 of the same year. All overtime will be retroactive to the first day of driving of the year certified. Any disagreement over the decision of the transportation coordinator may be processed through the grievance procedure.
- (d) The bus coordinator shall present a field trip survey form to every bus driver by September 15 of each year. All drivers interested in field trips and/or any special trips shall return the survey by September 30 to the transportation coordinator and their name shall be placed on a seniority list. Every field and/or any special trip shall be offered by Building seniority until each regular driver has taken three (3) field trips and/or any special trip, kindergarten runs one (1) field trip and/or any special trip. The process shall then repeat itself throughout the year.

6. Custodians

- (a) The work day for the day shift shall consist of eight (8) hours including a guaranteed thirty (30) minute lunch period. The hours are from 7:00 a.m. to 3:00 p.m., unless the opening and closing time of school are changed.
- (b) The work day for the night shift shall consist of eight (8) hours including a guaranteed thirty (30) minute lunch period. The hours are from 3:00 p.m. to 11:00 p.m., unless the opening and closing time of school are changed.
- (c) There shall be two (2) fifteen (15) minute coffee breaks, one prior to the lunch break and one after the lunch break.
- (d) On snow days janitors shall report for duty. After completion of snow duty they may be permitted to leave to go home to change into dry clothing. This time shall be included in the eight (8) hour shift.
- (e) During the summer and inclement weather the night shift employees may be changed to day shift at the discretion of the School Business Administrator/Board Secretary or Facilities Maintenance Supervisor.



(f) Employees are hired on a ten (10) or twelve (12) month basis. Those hired on a ten month basis shall work those hours are those agreed upon employment or mutually changed permanently by the Board and the Association.

(h) During the summer vacation break the normal work day for twelve month custodians shall consist of eight (8) hours including a thirty (30) minute lunch break. Hours are from 7:00 a.m. to 3:00 p.m., unless the opening and closing time of school are changed.

#### 7. Teacher Aides

The specific hours of the Teacher Aide workday shall be determined by the Board. The workday shall be defined as a maximum of seven (7) hours, inclusive of lunch. Ten months, September 1 - June 30 - Monday through Friday - maximum of 180 days.

B. Overtime shall be defined as all time worked in excess of forty (40) hours per week or eight (8) hours per day for all employees.

1. When overtime is necessary, the Board will first attempt to have such work performed by volunteers. If no employee volunteers, the Board shall have the right to require an employee to work overtime by taking said employee's name from a rotating list based on seniority.

2. All overtime will be rounded to the nearest fifteen (15) minutes at the end of each pay period. This will be remunerated at the rate of one and one-half (1½) times the individual regular hourly salary.

C. 1. The Board reserves the right to establish inservice programs and/or training at its discretion and require employee attendance. Such inservice programs and/or training shall not exceed three occasions per school year for each unit group unless mutually agreed upon by the Association and Board.

2. Each participating employee shall be compensated their regular wage for attending such programs.

3. Should a program be held on a Saturday, notification shall be given to each respective employee at least two weeks prior to the date of the program.

4. Employees may request to be excused from a Saturday program by submitting such a request in writing to the Superintendent, or his designee at least three work days prior to the date of the program.

### ARTICLE XXIV

#### INSURANCE PROTECTION

A. The Board will pay one hundred per cent (100%) of premium for each employee and dependents, Blue Cross, Blue Shield, Major Medical, or Washington National Insurance, not to exceed Blue Cross - Blue Shield rates.

- B. The Board will pay one hundred per cent (100%) of premium for each employee and dependents for a full prescription program. The program provides for two (2) dollar co-pay. The Board shall select the carrier.
- C. As per present Board dental plan. Board shall pay one hundred per cent (100%) of premium for each employee and dependent, with the following exceptions:
  - 1. The group premium shall not exceed \$15,768.00 first year and \$17,050.00 each year thereafter of this agreement. If the dental CAP is exceeded the employees participating in the plan shall share the excess equally and reimburse the Board accordingly through payroll deductions. (i.e. if the CAP is exceeded by \$500 and there are fifty (50) participating employees, each employee shall reimburse the Board in the amount of \$10.00).
  - 2. Teacher Aides shall be eligible for single coverage at Board expense the first year of this agreement. Effective the second year (7/1/90) the Board shall pay 100% of premium for each teacher aide and dependent.
- D. For all employees hired after June 30, 1982 the Board shall pay insurance protection as per A and B above. However, the employee must work more than twenty (20) hours per week.
- E. The Board of Education shall provide physical examination for drivers license as required. Said examination shall be done by Board of Education physician.
- F. The medical benefits and insurance protection afforded under this article are limited to one coverage per family. In instances where an employee and spouse are both employed by the Board, only one person will be enrolled in each respective plan at Board expense. The other spouse shall be entitled to enroll in a Washington National Group Disability Insurance Plan with a premium cap of \$196.50 per year. However, the person not enrolled at Board expense may be enrolled in any or all insurance plans at their discretion and individual expense. Persons who enroll at their individual expense shall continue such enrollment for the duration of their employment with the Board.

## ARTICLE XXV

### JOB CLASSIFICATION

#### A. Custodial Personnel

- 1. There shall be two (2) types of classifications.
  - a. Custodian without license
  - b. Custodian with license
- 2. Employees shall be responsible to the Facilities Maintenance Supervisor.
- 3. Employees shall hold the necessary boiler license for the operation of low pressure water boilers where applicable. This license shall be obtained at the Board's expense where necessary.

4. Employees shall have the responsibility for minor maintenance and repairs of the buildings assigned by the Board of Education or their designee.
5. Employees shall utilize themselves in the most efficient manner to keep the assigned buildings in a sanitary condition and plan and coordinate the work so that cleaning and repairs are taken care of promptly and in such a way that they do not interfere with the education program.

B. School Principal's Secretary

1. Employees shall utilize themselves in the most efficient manner to perform those secretarial and clerical duties assigned them by their superior, and in such a way that they do not interfere with the education program.

ARTICLE XXVI

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

B. Method Payment

1. Ten (10) month.

Each employee employed on a ten month basis shall be paid in twenty (20) semi-monthly installments.

2. Twelve (12) month as No. 1 above but twenty-four (24) installments.

3. Exceptions

Ten Month Employees

When a pay day falls on or during a school holiday, school vacation or week-end, employees shall receive their pay checks on the last previous working day.

Twelve Month Employees

When a pay day falls on or during a school holiday (as listed in Article XXII B.1.) or week-end, employees shall receive their pay checks on the last previous working day. When a pay day falls during a vacation of at least five consecutive working days duration, the employees, upon written request to the School Business Administrator/ Board Secretary, shall receive their pay checks on the last previous working day provided at least ten (10) work days prior notice has been given.

C. Bus Drivers

1. All regular bus drivers with eighteen (18) or more years driving service will receive a minimum of three (3) hours driving time required per day for the regular morning and afternoon runs. Additional time required to complete services will be paid at the above rates.
2. Kindergarten runs will pay at the driver's regular rate of pay. Kindergarten runs shall be exclusive from the three hour daily minimum and shall be paid over and above the three hour minimum as cited in Article XXVI-C1.
3. All special field trips shall be paid at driver's hourly rate.
4. Every bus driver shall receive \$100.00 maintenance of bus in accordance with Article IX-C1 a, b, c, and e.
5. All employees hired after November 16, 1977 shall be subject to Article XXIII-A5(a)(1).

D. Bus Mechanics

1. The Board agrees to reimburse all mechanics up to one hundred (\$100) dollars per year for the purchase of uniforms and shoes. Said reimbursement is payable on the first pay period in January or the first pay period in June in the amount of receipts received one week prior to either above mentioned pay periods. In no instance will the Board reimbursement exceed \$100 per annum.
2. The mechanics agree to dress in uniforms of a determined color.

E. Custodians

1. The Board agrees to reimburse all custodians up to one hundred (\$100) dollars per year for the purchase of uniforms and shoes. Said reimbursement is payable on the first pay period in January or the first pay period in June in the amount of receipts received one week prior to either above mentioned pay periods. In no instance will the Board reimbursement exceed \$100 per annum. The custodians agree to dress in uniforms of a determined color.

Support Staff Salary Schedule A

<u>Classification</u>	<u>Title</u>	<u>1989-1990</u> <u>Rate</u>	<u>1990-1991</u> <u>Rate</u>	<u>1991-1992</u> <u>Rate</u>	
A	Bus Aides	4.90	5.25	5.70	
B		5.29	5.70	6.16	
C		7.34	7.91	8.55	Hired prior to 7/1/82
A	Bus Drivers	8.00	8.50	9.00	
B		8.42	9.08	9.80	
C		11.23	12.10	13.07	Hired prior to 6/30/82 with less than 15 years experience
D		11.66	12.57	13.57	Hired prior to 6/30/82 with 15 or more years experience
A1	Custodians	8.00	8.55	9.15	
A2		8.15	8.70	9.30	
B1		8.74	9.43	10.18	
B2		8.91	9.60	10.37	
C1		9.30	10.04	10.86	
C2		9.50	10.24	11.06	
A	Bldg & Grnds Cust.	8.15	8.70	9.30	
B		8.74	9.67	10.42	
A	Mechanics	10.00	10.78	11.64	
B		12.96	13.97	15.09	
	Head Mechanic	13.70	14.73	15.87	
A	Secretaries	12,200	13,450	14,700	
B		12,685	14,181	15,227	
C		16,373	17,742	19,145	
A	Attendance Officer	4,000	4,320	4,666	
B		5,425	5,848	6,316	
	Head Custodian	626	675	729	
A	Teacher Aides	6,500	7,007	7,568	
B		7,376	7,952	8,588	
C		8,256	8,900	9,612	
D		8,815	9,502	10,262	
E		9,177	9,892	10,684	

1 - Without License

2 - With License

Entry level salaries shall be negotiated between the new employee and the Board of Education. Employees shall be placed on a salary level on or below district employees with comparable district experience.

The rate of pay shall be in accordance with Schedule A. The salary classification of an employee upon employment shall not change during the term of the employment.

## ARTICLE XXVII

### MISCELLANEOUS PROVISIONS

#### A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

#### B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

#### C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid.

#### D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement; this Agreement, during its duration, shall be controlling.

#### E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by Association, to Board at  
P.O. Box 98, Franklinville, New Jersey 08322
2. If by Board, to Association at  
Home address of President

#### F. An up to date copy of Board policy shall be made available to the Association each year.

#### G. Upon request to the School Business Administrator/Board Secretary, two (2) custodians of the bargaining unit shall be given the time necessary to attend a one (1) day workshop or conference concerning custodial and maintenance operations without any loss in pay.

ARTICLE XXVIII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992. It is subject to the Association's right to negotiate a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status Of Incorporation

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon this 7th day of August, 1989 and to be in effect on the day and year in Paragraph A above.

TOWNSHIP OF FRANKLIN SUPPORTIVE STAFF ASSOCIATION

By Louise C. Gambino 8-7-89  
Its President Date

By Joyce R. Marshall 8-7-89  
Its Secretary Date

TOWNSHIP OF FRANKLIN BOARD OF EDUCATION

By Ray L. O'Malley 8/7/89  
Its President Date

By James J. Davis 8/7/89  
Its Secretary Date